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PUBLIC EMPLOYMENT  
RELATIONS BOARD

# MASTER CONTRACT

July 1, 2006 to June 30, 2008

Professional  
Staff  
Association



Northwest AEA  
Board of Directors



NORTHWEST AREA EDUCATION AGENCY

MASTER CONTRACT  
Negotiated Between  
PROFESSIONAL STAFF ASSOCIATION  
and  
NORTHWEST AREA EDUCATION AGENCY  
BOARD OF DIRECTORS  
July 1, 2006 to June 30, 2008

It is the policy of Northwest Area Education Agency to not discriminate illegally on the basis of race, creed, color, religion, national origin, gender, age, sexual orientation or disability in its educational programs, activities and employment practices. Questions or grievances related to this policy may be addressed to: Equity Coordinator, 1520 Morningside Avenue, Sioux City, IA 51106, 712-222-6000.

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## **ARTICLE I**

### **Categories and Definitions**

#### **A. Job Categories**

This contract applies only to employees who:

1. Hold at least a Bachelor's Degree, are licensed as a registered nurse/para-educator, or are certified as an occupational therapy assistant,
2. Meet the minimum job entry requirements set by the Agency for job categories established hereunder, and
3. Are working in one of the job categories established hereunder.

A Bachelor's degree shall mean any undergraduate degree granted by an accredited college or university on the basis of an approved four-year program of studies. For employees covered by this contract, there are established job categories or classifications as follows: All full-time and part-time employees, including: school audiologists; school psychologists; special education consultants; Learning Supports consultants; school social workers; speech and language pathologists; occupational therapists; physical therapists; itinerant teachers for hearing impaired; itinerant teachers for visually impaired; early childhood special education (ECSE) consultants/teachers; ECSE teachers; special education nurses; social studies/language arts consultants; math & science consultants; language arts/technology consultants; juvenile home teachers; reading support consultants; early childhood consultants; federal programs, research & evaluation consultants; communications consultants; learning strategies consultants; distance learning/technology consultants; tech prep consultants; curriculum consultants; instructional pool teachers; registered nurse/para-educators; certified occupational therapy assistants; parent education coordinators; early access coordinators; and professional development coordinators.

If employees are employed in job functions not covered by the above classifications, then the Agency may add classifications as necessary by job title or instructional area.

#### **B. Definitions**

1. The term "Board", as used in this Agreement, shall mean the Board of Directors of the Northwest Area Education Agency, or its duly authorized representative.
2. The term "employee", as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit, as defined and certified by the Public Employment Relations Board.
3. The term "Association", as used in the Agreement, shall mean the Professional Staff Association, or its duly authorized representatives or agents.

4. The term "Agency", as used in this Agreement, shall mean Northwest Area Education Agency, or its duly authorized representative.

## **ARTICLE II**

### **Impasse Procedures**

The parties hereby agree to the following impasse procedure for contract negotiations:

1. Impasse procedures shall be governed by the Iowa Public Employment Relations Act.
2. Either party may request the PERB to submit a list of five (5) qualified arbitrators. The parties shall determine by lot which one shall remove the first proposed arbitrator and shall alternately strike names until one remains. The remaining person shall be the arbitrator.

## **ARTICLE III**

### **Grievance Procedure**

#### **A. Definitions**

1. Grievance

A "grievance" is a claim that there has been a violation, misinterpretation, or a misapplication of any provision of this Agreement.

2. Grievant

A "grievant" is the employee, the group of employees, or the Association making the complaint.

3. Party In Interest

A "party in interest" is the grievant or any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

#### **B. Purpose**

The purpose of this procedure is to secure at the lowest possible level equitable solutions to a grievance which may arise affecting certificated employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.



## **C. General Procedures**

### **1. Time Limits**

Every member of the Bargaining Unit shall have the right to present grievances in accordance with these procedures. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

The failure of a grievant (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits specified may, however, be extended by mutual agreement.

### **2. Year-End Grievances**

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the individual's contract year, and, if left unresolved until the beginning of the following school year could result in harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the individual's contract year or within a maximum of twenty (20) days thereafter.

### **3. Continuity of Instructional and Service Program**

It is agreed that any investigation or processing of any grievance by the grievant shall be conducted so as to result insofar as possible in no interference with or interruption of the service program of the grievant and of the Agency to the applicable school districts.

## **D. Processing Grievances**

### **1. First Step (Informal Conference With Appropriate Supervisor)**

Within ten (10) contract days of the act or condition which gave rise to a grievance, the grievant shall first request a meeting with his/her appropriate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally. The parties shall meet to discuss the grievance informally within ten (10) contract days thereafter. The appropriate supervisor will confer with all parties in interest. The grievant may request that all individuals involved in making the decision which gave rise to the filing of the grievance be present at this conference.

2. Second Step (Formal Conference With Supervisor and Director)

If as a result of the informal discussion with the immediate supervisor a grievance still exists at the First Step, the grievant may complete, deliver, and file with the director the written grievance set forth in Exhibit "A" (Grievance Report) attached within ten (10) contract days following the informal hearing. The grievance form shall be available from the Association representative at each service center. Said form shall be signed by the grievant and may also be signed by a representative of the Association.

The immediate supervisor and director shall make a decision on the grievance, enter such decision on the Grievance Report form, and communicate such decision in writing to the grievant and Human Resources Manager within ten (10) contract days after receipt of the Grievance Report.

3. Third Step (Human Resources Manager)

In the event a grievance has not been satisfactorily resolved at the Second Step, the grievant shall file, within ten (10) contract days of the supervisor's written decision at the Second Step, a copy of the grievance with the Human Resources Manager. Within ten (10) contract days after such written grievance is filed, the grievant and the Human Resources Manager, or designee, shall meet to resolve the grievance. The Human Resources Manager, or his/her designee, shall file an answer within ten (10) contract days of the Third Step grievance meeting and communicate it in writing to the grievant and the Administrator.

4. Fourth Step (Area Agency Administrator)

In the event a grievance has not been satisfactorily resolved at the Third Step, the grievant shall file within ten (10) contract days of the written decision at the Third Step a copy of the grievance with the Administrator. Within ten (10) contract days after such written grievance is filed, the grievant and the Administrator, or designee, shall meet to resolve the grievance. The Administrator, or designee, shall file an answer within ten (10) contract days of the Fourth Step grievance meeting and communicate it in writing to the grievant, Director, and Human Resources Manager.

5. Fifth Step (Arbitration)

If the grievance is not resolved satisfactorily at the Fourth Step, the matter may be submitted to arbitration. The Association, on behalf of the grievant, may submit a written request to the Administrator within thirty (30) days from receipt of the answer in the Fourth Step to enter into such arbitration.

A written request for a list of Arbitrators shall be made to the Public Employment Relations Board (PER Board) by either party. The list shall consist of five (5)

Arbitrators and the parties shall determine by lot which party shall be required to remove the first name from the list. The parties shall strike four names from the list with the first name stricken by the party required to do so and the remaining names stricken by the parties in alternation. The person whose name remains shall be the Arbitrator.

The arbitrator so selected shall confer with representatives of the parties and hold a hearing within forty-five (45) calendar days of the date on which he/she was notified of his/her selection as arbitrator. The arbitrator shall issue a decision not later than twenty-one (21) calendar days from the date of the close of the hearing. No parties' rights to arbitration shall be prejudiced by an arbitrator's failure to comply with these guidelines. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on issues submitted. The arbitrator shall be without power or authority to make any decision other than one which interprets the meaning of this contract. The decision of the arbitrator shall be final and binding on the parties.

The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the Hearing Room shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring the same.

**E. Exclusive Grievance Procedure**

A grievance shall be presented on the Grievance Report form attached hereto. If the Association or any employee files any claim or complaint in any form, other than under the grievance procedure of this Agreement, then the Agency shall not be required to process the same claim or set of facts through the grievance procedure.

**F. Class Grievance**

When a grievance affects a class of employees in more than one (1) department, the Association may submit such grievance in writing directly to the Human Resources Manager, or designee, and the processing of such grievance shall be commenced at Step Three. The Association may process such a grievance through all levels of the grievance procedure.

**G. Released Time**

If any member of the administration staff or if the Board determines it is necessary for an aggrieved person or an Association representative to meet regarding a grievance during the workday, said aggrieved person and representative shall be released without loss of compensation.

#### **H. Accelerated Procedure**

The grievant may file the grievance at the step where the management decision adverse to the employee occurred.

### **ARTICLE IV Dues and Other Payroll Deductions**

#### **A. Authorization for Dues Deduction**

Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be set forth in Exhibit "B" (Dues Deduction Authorization Form).

#### **B. Regular Deduction**

Pursuant to a deduction authorization the Board shall deduct one-twentieth (1/20) of total dues from the regular salary check of the employee semi-monthly for ten (10) months beginning the last payday in October and ending in August of each year. Regular deduction authorizations must be submitted no later than October 1 of any calendar year.

#### **C. Prorated Deduction**

Employees who submit dues deduction authorizations after October 1 shall have the total dues prorated on the basis of the remaining months of employment through August.

#### **D. Duration**

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) days' notice to the Board. The Board shall notify the Association immediately of receipt of such notice.

#### **E. Termination**

When an employee terminates employment prior to AUGUST, the Board shall deduct the unpaid balance of professional dues and forward same to the Association. The Association agrees to indemnify and hold harmless the Board, each individual member of the Board, and all agents of the Board against all claims, costs, suits, or other liability and all court costs arising out of the application of the provisions in this paragraph.

#### **F. Transmission of Dues**

The Board will use every reasonable effort to transmit to the Siouxland UniServ Unit the total deduction for professional dues within three (3) workdays, and in no event longer

than seven (7) days, following each regular payroll period along with a listing of the employees for whom deduction is made.

Dues deduction payments shall be deemed to be transmitted when they are mailed. It shall not be a violation of this provision if dues deduction payments are postmarked within seven (7) days following the payroll period.

**G. Other Payroll Deductions**

Upon appropriate written authorization from the employees the Board shall deduct from the salary of an employee and shall make appropriate remittances for health insurance, life insurance, credit union, and annuities voluntarily set up by employees limited to one annuity per employee unless otherwise required by law, or any other plans or programs jointly approved by the Association and the Board. Deductions for the credit union must be authorized not later than October 1 and shall begin on the last payday in October. The authorization may be changed not more than twice prior to the following October 1.

**ARTICLE V  
Compliance Clauses**

**A. Separability**

Should any article, section, or clause of this Agreement be declared illegal by a court having competent jurisdiction, then such article, section, or clause shall be deleted from this Agreement to the extent it violates the law. The remaining articles, sections, and provisions shall remain in full force and effect. The Board and the Association then shall enter into negotiations to replace the invalid provisions within sixty (60) days.

**B. Notices**

Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association

To Board at:

1520 Morningside Avenue  
Sioux City, Iowa 51106

2. If by Board

To Association at:

1119 4th Street  
Suite 213  
Sioux City, Iowa 51101

## **ARTICLE VI**

### **Wages**

#### **A. Salary Schedule**

1. Full-Time Employees

The salary of regular full-time employees covered by the Agreement is set forth in the Salary appendix attached hereto and made part of this Agreement.

2. Regular Part-Time Employees

The salary of regular part-time employees shall be at a ratio proportionate to their part-time service.

(Example: A certified employee carrying a .5 work assignment for a full contract year shall be paid .5 of the salary for his/her educational lane and experience level. A certificated employee carrying a .5 assignment and employed for .5 of the contract year shall be paid .5 x .5 x appropriate salary.)

3. Phase II Money

If the legislation regarding Phase II is amended or if the funding formula or monies appropriated for Phase II are changed, then the integrated Phase II monies shall be removed from the salary schedule.

#### **B. Placement on Salary Schedule**

1. Adjustment to Salary Schedule

Each employee shall be placed on his/her proper step and lane of the salary schedule as of the effective date of this Agreement and in accordance with Section Two (2) below.

Registered Nurses with a BSN degree will be placed on the appropriate step of the BA lane (Exhibit C-1). Step placement will be subject to this Article VI. Registered nurses without a degree or with a degree less than a BSN will receive

75% of his/her appropriate BA step (Exhibit C-1). Step placement will be subject to this Article.

Parent education coordinators, early access coordinators and staff development coordinators with a degree will be placed in the appropriate lane and will be placed on the appropriate step (Exhibit C-1). ). Step placement will be subject to this Article. Parent education coordinators, early access coordinators and staff development coordinators without a degree or with a degree less than a BA degree will receive 75% of his/her appropriate BA step (Exhibit C-1). ). Step placement will be subject to this Article.

## **2. Credit for Experience**

Upon initial employment credit shall be given for previous outside teaching experience and for experience in a comparable position. An employee who leaves the employment of the Agency and is subsequently reinstated shall be given full credit for all previous experience with the Agency and all comparable experience accrued during his/her absence. The determination of "experience in a comparable position" shall be the sole and exclusive prerogative of the Board.

When granting credit to a social work candidate with the Agency, the following procedure will be used:

- a. Credit will be allowed for work experience in a previous social work position after the acquisition of the Master of Social Work Degree.
- b. Credit for previous social work experience is allowed only for work considered to be at a level of someone possessing a Master of Social Work Degree.

## **C. Advancement on Salary Schedule**

### **1. Increments**

Employees shall be granted one (1) increment or vertical step on the salary schedule for each year of service until the maximum for their educational classification is reached.

A part-time employee shall be advanced one step for each year of part-time service and shall be paid for proportionate amount of the full-time increment consistent with his/her part-time service. If the part-time employee subsequently becomes a full-time employee, his/her appropriate step placement shall be determined by totaling his/her years of full-time employment, if any, and his/her years of part-time employment. If such totaling results in a fraction, the fraction will be rounded to the nearest whole number. Any fraction under .5 shall be dropped.

2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall be placed on the step corresponding with that to which they would have been entitled had they remained in their former educational lane. An employee, if eligible, shall be entitled to move both horizontally and vertically in the same year.

Any employee intending to earn additional credits to be considered for additional pay shall have the proposed graduate courses approved in writing, on or before May 15 of each contract year by the Director (or his/her designee), who must return the approval on or before May 31. Failure to return in a timely manner shall be construed as approval. If a proposed course is approved for additional pay and subsequently canceled by the college/university, the employee shall have the right to gain approval for another course without being held to any of the aforementioned time lines.

All transcripts of credits for approved courses must be on file in the Human Resources Manager's office on or before October 1 if advancement (horizontal) is to be granted for the current year.

3. Advanced Degree

With the approval of the Administrator, advanced degrees may relate to any position an employee holds or desires to hold with the Agency or for any administrative position.

4. Courses Beyond Degree

College courses beyond a degree shall be graduate courses and must contribute to the performance of the employee's duties with the Agency.

**D. Method of Payment**

1. Pay Periods

Each employee shall be paid in twenty-four (24) equal installments on the fifteenth and the last day of each month.

Employees shall receive their checks on regular work-days by direct deposit to the financial institution designated by the employee.



2. Exceptions

When a payday falls on or during a school holiday, vacation, or weekend, the Agency will use every reasonable effort to provide for the direct deposit of an employee's paycheck on the last previous workday.

Employees who are new in the profession shall receive their first check on the first pay period after the first workday of the year.

Provided, however, no employee shall be paid for work that has not been performed prior to the payday. Checks may be delayed as necessary to comply with the prior sentence.

3. Deduction for Absence

Salary deductions for each day of absence from duty for reasons not allowable under this Agreement shall be determined by a fraction of which the numerator is one (1) and the denominator is the total number of contract days of employment for the respective employee.

4. Summer Checks

Regular salary checks shall be directly deposited to the financial institution designated by the employee.

Subject to the approval of the Administrator, or designee, employees who will be outside the continental limits of the United States during the summer may receive their summer checks at the close of their contract year.

**E. Extra Assignment and Extended Contract**

The salary schedule is based upon the contract days in each employee's contract and holidays as set forth in this Agreement.

Any employee whose full-time assignment exceeds the regular employee's work-year shall be additionally compensated in the proportionately additional amount.

**ARTICLE VII**

**Mileage**

Employees required to use their own automobiles in the performance of their duties shall be reimbursed a mileage rate established by the Board.

The mileage compensated under this section shall be the total number of miles required for auto travel on any day reduced by the mileage to and from the employee's home to his/her service center.

## **ARTICLE VIII**

### **Insurance**

#### **A. General Insurance Coverage**

Each regular full-time employee shall be covered by the Group Insurance Program set forth herein. For purposes of insurance coverage, the term "full-time" employee shall mean an employee who works a contract of 185 days or more.

#### **B. Health, Accident, and Major Medical Insurance**

1. During each year governed by this contract, the Board shall provide employees health and major medical insurance and shall pay the full premium costs for the regular full-time employee for the period of July 1 through June 30, and the full premium costs for his/her dependents' contract (plus 1 dependent or plus 2 or more dependents) under a group policy.
2. The plan shall be a comprehensive plan of health insurance with a Preferred Provider Organization and with a deductible of \$750 per calendar year for single coverage and a deductible of \$1,500 per calendar year for family coverage, co-insurance limits of 80/20% for contracted providers and 70/30% for out-of-network providers, and out-of-pocket maximums of \$1,500 per calendar year for single coverage and \$3,000 per calendar year for family coverage.

The plan shall not include a deductible and co-insurance carryover provision or a same-day surgery provision. The plan shall be modified to provide that employees shall pay fifteen dollars (\$15) for PPO physician office visits and shall pay ten dollars (\$10) for each prescription for a generic drug, twenty dollars (\$20) for each prescription for a formulary drug, and thirty dollars (\$30) for each prescription for a non-formulary drug. The lifetime maximum benefit shall be \$5,000,000.

For employees who were employed by Western Hills Area Education Agency 12 prior to July 1, 2006, and who are employed by Northwest Area Education Agency after June 30, 2006, the Agency will self-fund: (a) the difference between the prior deductible limits of \$100 per calendar year for single coverage and \$200 per calendar year for employee plus one or family coverage and the new deductible limits of \$750 per calendar year for single coverage and \$1,500 per calendar year for employee plus one or family coverage, (b) the difference between the prior out-of-pocket maximums of \$500 per calendar year for single coverage and \$1,000 per calendar year for employee plus one or family coverage and the new out-of-pocket maximums of \$1,500 per calendar year for single coverage and \$3,000 per calendar year for employee plus one or family coverage, and (c) the difference between co-insurance of 90/10 and 80/20 for in network providers, and 80/20 and 70/30 for out of network providers.

For employees who were employed by Area Education Agency 4 prior to July 1, 2006, who elected single coverage under the \$250 deductible plan, who are employed by Northwest Area Education Agency after June 30, 2006, and who elect single coverage, the Agency will self-fund: (a) the difference between the prior deductible limits of \$250 per calendar year for single coverage and the new deductible limits of \$750 per calendar year for single coverage, and (b) the difference between the prior out-of-pocket maximum of \$1,000 per calendar year for single coverage and new out-of-pocket maximum of \$1,500 per calendar year.

3. All employees will receive their normal step advancement if step advancement is available based on Exhibit C-1. Employees receiving the insurance opt-out as of June 30, 2005 will receive an additional step on Exhibit C-1. Each lane will have one step added using the index in effect on June 30, 2005 which will be specifically for those employees receiving the insurance opt-out as of June 30, 2005. This additional step on each lane will be "red-lined" and only those employees who were receiving the insurance opt-out as of June 30, 2005 will have that additional step available. Unless otherwise altered in future negotiations between the parties, this step will sunset when all of the employees on insurance opt-out as of June 30, 2005 leave the Agency.

Former AEA 12 Employees, receiving the insurance opt-out as of June 30, 2005 who are not at the maximum step of their respective lane will receive their normal step movement and then one additional step on Exhibit C-1; however, those employees will then be "red-lined" from the additional step added to each lane. This will insure that no employee will receive an added step in the future as a result of the agreement regarding the elimination of the insurance opt-out.

The employees receiving the insurance opt-out as of June 30, 2005 are identified in a side letter signed by the parties.

#### **C. Life Insurance**

Each employee shall be covered by a group term life insurance program, which provides a death benefit of \$50,000 (double for accidental death), with premiums paid by the Board.

#### **D. Disability**

Each employee shall be covered by a group long-term disability insurance program with premiums paid by the Board. The benefits under such a program shall be not less than that provided under existing insurance in force, but in addition to the present coverage, the benefits shall be computed on the new salary schedule that is made a part of this Agreement.

The maximum covered salary shall be \$108,000. The percentage of covered wages shall be 66 2/3%.

**E. Dental**

For each year governed by this contract, the Board agrees to pay not more than Eight and 95/100 dollars (\$8.95) per month per employee from July 1 to June 30, toward group dental plan, and further agrees to pay not more than an additional Fifteen and 15/100 dollars (\$15.15) per month per employee from July 1 to June 30, toward a group dental plan for coverage of an employee's dependents.

**F. Coverage**

Insurance programs provided by the Board shall be for a period of twelve (12) consecutive months from July 1 to June 30, each year governed by this contract. Employees new to the Agency, however, shall be covered by the above insurance beginning with the date they commence service under the Employee's Contract (or later if required by the carrier) and continuing through June 30 following the end of their first contract year.

**G. Insurance for Part-Time Employees**

If permitted by the carrier, regular part-time employees shall have the same insurance program as granted in this Article to regular full-time employees except that the payments made by the Board for health, accident, and major medical; life; and dental insurance shall be at a ratio proportionate to their part-time service with the remainder of any such payments to be at the expense of the regular part-time employee and made through payroll deductions.

**H. Description of Insurance**

The Board will use its best efforts to see that the insurance carrier will provide for each employee a brochure of the group insurance certificate within two (2) months after each change in policy benefits and, for new employees, within two (2) weeks after commencement of coverage.

**I. Continuation of Coverage**

In the event that an employee absent due to illness or injury has exhausted sick-leave accrual, the above mentioned insurance coverage shall continue throughout the balance of the contract year. The Board shall continue to make its share of contributions for premiums under the above insurance programs for employees on paid leave of absence.

To the extent permitted by the insurance carriers involved, the employees on non-paid leave of absence for a period one (1) month or longer shall have the option to continue any or all of the above Board-paid programs by paying the premiums themselves.

**J. Administration of Insurance Program**

1. The selection of the insurance carriers shall be the responsibility of the Board. This responsibility, however, shall not include payment or processing of claims, other than exerting the Agency's best efforts to assure timely payment of claims.
2. Prior to any changes of insurance carriers, the Association shall be consulted.

It is understood that responsibilities for administration of the insurance program are those of the insurance carrier.

**K. Flexible Spending Account**

1. The Agency will provide a salary reduction plan under which it will deduct from the employees' monthly wages the amounts specified by the employees and will apply these amounts to any unreimbursed medical expenses for the employee or his/her dependents including unreimbursed dental expenses and child care expenses.
2. Employees electing to participate in the flexible spending plan will annually execute an election form specifying the amounts to be deducted from their wages by the Agency.

**ARTICLE IX  
Sick Leave**

**A. Accumulative Benefits**

All employees shall be entitled to fifteen (15) sick leave days each contract year as of the first official day of their contract year even though they are unable to report for duty on that day due to physical or mental illness. Unused sick leave days shall be accumulated from year to year with a maximum of one hundred twenty (120) days.

When the Board hires a full-time employee who has unused accumulated sick leave which the employee earned while working for a school district or area educational agency, the employee shall be entitled to transfer up to thirty (30) sick leave days to the Agency, provided the employee has not been compensated for these unused accumulated sick leave days. Employees who have been compensated for unused accumulated sick leave days by their former employer shall not be entitled to transfer any sick leave days to the Agency. Part-time employees shall be entitled to transfer sick leave days to the Agency in a ratio proportionate to their part-time service.

Employees who are hired by the Agency and who continue their employment with another Agency or school district shall be entitled to transfer unused accumulated sick leave days to the Agency if and when they provide written confirmation to the Agency

that their sick leave account or credits with the other employer have been reduced in an amount equivalent to the number of sick leave days transferred to the Agency.

**B. Notification of Accumulation**

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than OCTOBER 15 of each contract year.

**C. Extended Leave**

An employee who has exhausted all sick leave available shall be granted a leave of absence without pay up to one (1) year because of personal illness or disability. The Board shall base its decision as to the issue of illness or disability and the length of leave therefore on the recommendation of the employee's physician and/or a physician selected by the Board if the Board so desires.

At its discretion the Board may renew the leave from year to year.

The Board shall continue to pay premiums for health, accident, and major medical insurance, and term life insurance for the duration of said leave but not beyond twelve (12) months in all events.

Thereafter, but prior to the expiration of the Board-paid insurance coverage, the employee may arrange with the business office of the Board to continue premium payments at his/her expense. It is understood, however, that the Board shall not be responsible and does not insure that the employee can secure such continued coverage with the insurance carriers on the expiration of the first twelve (12) months of leave.

**D. Job-Related Injury**

Employees who are absent due to injuries which are compensable under the Iowa Worker Compensation Law shall have the option of either receiving their worker compensation benefits alone or receiving such benefits plus the difference between such benefits and their regular salary for the period equal to their accumulated sick leave benefits. Employees choosing the latter option shall have their sick leave benefits reduced by one-quarter (1/4) day for each day of absence due to a job-related injury.

**E. Proof of Illness**

The Board may require the employee to furnish a doctor's statement to substantiate illness or disability for which sick leave benefits are requested.

The Association shall be notified of the name of the employee and the circumstances concerning the illness or disability whenever the Board intends to invoke this provision.

**F. Pre-determined Temporary Disability**

1. Except as hereafter modified, all policies, rules, and regulations, applicable to employees who are granted sick leave shall be applicable to employees applying for pre-determined temporary disability leave. Sick leave benefits for pre-determined temporary disability leave, to the extent of an employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for termination and recommencement of duties.
2. An employee shall notify the Administrator or his/her designee as soon as the necessity for taking sick leave becomes known to the employee.
3. Following a pre-determined temporary disability leave the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity.
4. The determination of whether and/or when the employee is capable of returning to work following the pre-determined temporary disability shall be made in consultation with the employee, the Administrator and the employee's physician, and may also be in consultation with a physician of the Agency's own choosing.
5. A leave of absence beyond the time of incapacity described above shall be granted or denied without salary or sick leave benefits in the same manner and for the same reasons as leaves of absence granted or denied to all employees.

**G. Non-Accumulative Benefits (Sick Leave Bank)**

1. The Agency will contribute 30 days of sick leave to the "sick leave bank" for use as herein specified. The PSA will contribute an additional 10 days sick leave to said bank for such use, the said 10 days to be taken from the accumulated sick leave of one or more PSA members upon such terms as the PSA may direct. The name(s) of those from whom such leave has been taken and the amount taken from each person shall be furnished in writing to the Administrator not later than September 20 of each year.
2. The use of sick leave days from said bank shall be available only to employees who have accumulated 60 days or less of sick leave. The first 10 of such days used from said bank shall be 10 of those contributed by the Agency. The next 10 of such days used from said bank shall be the 10 contributed by the PSA. The last 20 of such days used from said bank shall be 20 of those contributed by the Agency.

3. The PSA through its president shall give written notification to the Administrator as to the number of sick leave days that may be granted from the sick leave bank to any individual employee. Such notice must be given in writing within thirty (30) days after an employee's full sick leave has been used.

#### **H. Medical/Dental Appointments**

Routine medical/dental appointments shall be made between 3 p.m. and 5 p.m. unless the doctor or dentist with whom the appointment is to be made does not have office hours at that time. Medical or dental emergencies shall not be considered routine appointments. Time off for medical/dental appointments shall be charged to the employee's accumulated sick leave. Provided, however, that if the charging of routine medical/dental appointments to sick leave as provided above is finally determined to be unlawful then from and after such determination the parties will be governed by the contractual language appearing in part H of Article XII of the 1979-80 contract.

#### **I. Regular Part-Time Employees**

Notwithstanding any other provision of this Article, the foregoing sick leave provisions are applicable only to regular full-time employees. For regular part-time employees, the foregoing sick leave provisions shall, whenever possible, be applied such that all benefits will be at a ratio proportionate to the part-time service of such employees.

### **ARTICLE X Temporary Leaves of Absence**

#### **A. Paid Leave**

For each year governed by this contract, employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay.

1. **Personal Leave**

Two (2) days of personal leave will be granted to each employee per year. The employee shall notify his/her immediate supervisor five (5) days prior to using personal leave. The five (5) day notification requirement shall be waived in the case of an emergency and the employee's giving a specific reason. No personal leave will be granted on days preceding or following holidays or vacations unless the situation is an emergency.

During the employee's first or last ten (10) contract days, personal leave will be granted subject to the following restrictions: (a) in the case of an emergency and (b) on days other than inservice days for up to fifteen (15) person-days for Special Education Services employees and for up to two (2) person-days for Educational Services employees on a first-come, first-served basis. Personal leave may be used in not less than one-half (½) day increments. Personal leave is non-



accumulative. An employee who does not use all of his/her personal leave days may carry over up to one (1) day of unused personal leave to be used in the subsequent contract year.

2. Religious

Any employee whose religious affiliation requires the observance of a regular religious holiday of the employee's faith other than those scheduled in the Agency calendar shall be excused by the Director.

3. Jury Duty Legal

An employee subpoenaed for jury duty during working hours or who is subpoenaed in any judicial or administrative proceeding shall be provided such time. Any fees or remuneration the employee receives during such leave shall be turned over to the Agency.

4. Association

Up to five (5) person days shall be provided with pay to employees selected by the PSA for the purpose of attending the State Delegate Assembly of the ISEA. On request of the Association, the Administrator may grant up to five (5) additional person days without pay for attending NEA Board Meetings, NEA Regional Meetings, ISEA Executive Board Meetings, and ISEA Delegate Assembly Meetings.

At least five (5) days notice of such leave shall be given by the Association to the Administrator of the employee's taking leave and the specific days for such leave.

5. Bereavement

- a. Up to five (5) days of leave will be granted in the event of the death in the immediate family of an employee, but limited to the following: Spouse, Child, Parent, Parent-in-law, Brother, Brother-in-law, Sister, Sister-in-law, Son-in-law, Daughter-in-law, Grandchild or any other member of the immediate household of the employee.
- b. Up to three (3) days of leave will be granted in the event of the death of a Niece, Nephew, or Grandparent, or in order to attend the funeral of such deceased.
- c. Up to one (1) day of leave will be granted in the event of the death of an Uncle, Aunt, or First Cousin in order to attend the funeral of such deceased.

- d. In the event of the death of an employee of the Agency, the Administrator, or his/her designee, shall grant sufficient time to attend the funeral to such number of employees as the Administrator, or designee, deems appropriate.
- e. The Administrator, or designee, may grant upon request leave for attending the funeral of any other person.

6. Family Illness

A leave of two (2) days per year will be granted an employee for illness of a member of the employee's immediate family. These days will be charged to the employee's sick leave. An employee who does not use both of his/her family illness leave days may carry over one (1) unused day of family illness leave to be used in the subsequent contract year.

For this purpose, "immediate family" shall be limited to Parent, Child, Spouse, Brother, Sister, Grandchild, or any member of the household of the employee.

7. Professional Leave

- a. Each employee may use up to five (5) days per year for professional leave without loss of pay. Requests for leave must be in writing and forwarded to the supervisor, then to the Director, or his/her designee, for approval. When determined to be necessary for job performance by the supervisor and Director, DE sponsored and other similar meetings shall not be considered professional leave but will be considered part of the work load.
- b. Four hundred dollars (\$400) per employee per year will be allowed for attendance at professional meetings. Each employee shall have until May 1 to designate the meeting(s) he/she plans to attend during the contract year.
- c. Following May 1 any uncommitted and/or unapplied for funds shall be placed in the employee's departmental pool. At the close of the contract year, but prior to June 15, pooled funds shall be allocated retroactively to those employees in each department who attended professional meetings and whose voucher expenses were not fully covered by the \$400 individual allotment. No employee shall be reimbursed for expenses in an amount exceeding actual, approved expenses. Distribution of the pooled funds shall be made in proportionately equal dollar amounts to employees who qualify.
- d. Departmental pools are established as follows:

- (1) All bargaining unit employees (excluding management personnel) in Educational Services constitute one pool of employees.
  - (2) All bargaining unit employees (excluding management personnel) in Media Services constitute one pool of employees.
  - (3) All bargaining unit employees (excluding management personnel) in Special Education Services shall be pooled as follows:
    - (a) Hearing Services and Speech Services;
    - (b) Psychological Services;
    - (c) Social work services;
    - (d) Consultant services and all other personnel not elsewhere included;
    - (e) All bargaining unit employees (excluding management personnel) in Preschool Services.
- e. Following distribution of the departmental pools, a further distribution shall be made if professional leave monies remain unexpended and if any eligible employees have not been fully reimbursed for their actual expenses. For the purposes of this provision, the special education departmental pools shall now be considered one pool. Special education services employees who have not been fully reimbursed for their actual expenses shall share proportionately in this pool except that no employee shall receive a reimbursement which exceeds his/her actual expenses.
- f. Upon request, Association will receive an annual accounting of professional leave.

## **B. Unpaid Leave**

Other temporary leaves of absence may be granted for good cause but without pay providing the Administrator, or designee, approves such leave.

## **ARTICLE XI Extended Leaves of Absence**

### **A. Association**

A leave of absence without pay and without fringe benefits not to exceed one (1) year shall be granted to any employee if he/she requests it for the purpose of serving as President of the Association, the ISEA, or the NEA.

A leave of absence without pay not to exceed one (1) year may be granted to any employee at the discretion of the Board for the purpose of serving in any other elective office of the Association, the ISEA, or the NEA.

## **B. Political Leave for Public Office**

Political leave shall be of two (2) general types: A temporary leave to seek office and a more extended leave to hold elective or appointive office.

Leave to run for public office shall be granted for such period of time as the Board, or its designee, may deem appropriate.

A leave of absence designated as "Political Leave" not to exceed two (2) years shall be granted an employee who holds elective office in the Iowa General Assembly, the United States Congress, the Executive Branch of the State of Iowa, or the Executive Branch of the United States of America. Thereafter, the Board in its sole discretion may grant such additional leave as it deems appropriate.

A leave of absence not to exceed one (1) year shall be granted to any employee holding any other full-time elective public office in which such employee would be prevented from performing the regular Agency duties.

A leave of absence not to exceed two (2) years may be granted in the discretion of the Board to an employee who holds an appointive position in any local, state, or federal governmental office.

Political leave shall be without pay and without any fringe benefits.

All requests for political leave shall be made in writing to the Administrator at least thirty (30) days prior to the effective date of the leave.

Return after holding an elective or appointive office shall be at the beginning of a contract year.

It is understood that holding an elective or appointive political office which does not interfere with regular school duties would not require a leave.

## **C. Military Leave**

All employees who are subject to state or federal military service shall make every reasonable effort to provide that such service occurs during non-contracted periods of the work-year. Leave of absence shall be granted, however, for any period of active state or federal military service which would be required during the employee's contract period.

Such military leave shall be without loss of status or efficiency rating and without loss of pay during the first thirty (30) days of such leave as provided in Chapter 29A, Code of Iowa; provided, in the event any change is made by the Iowa General Assembly in Chapter 29A, Code of Iowa, then this leave of absence provision shall be renegotiated within sixty (60) days from such change in the law.

Military leave shall be without pay and without fringe benefits except as required by law.

**D. Family Illness**

A leave of absence without pay and without fringe benefits not to exceed one (1) year may be granted subject to approval of the Board or its designee for the purpose of caring for a child, spouse, or parent who is seriously ill.

**E. Educational Improvement**

A leave of absence without pay and without fringe benefits not to exceed one (1) year may be granted at the discretion of the Board to any employee upon application for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities.

**F. Miscellaneous**

Other extended leaves of absence, including parental leave, without pay and without fringe benefits may be granted by the Board.

**G. Return Rights After Extended Leave of Absence**

1. Upon return from any of the above extended leaves of absence, the employee may return to fill any vacancy in the Agency for which he/she is qualified. An employee hired to replace the employee on extended leave shall be subject to involuntary transfer or reduction, and shall be so informed upon hiring, to provide a vacancy for the person returning from extended leave.
2. Upon return from extended leave, the employee shall be placed at the same salary step prevailing at the time of granting the original leave of absence.

**ARTICLE XII**  
**Employee Workyear and Holidays**

**A. Contract Workyear**

1. Regular Contract Workyear

The regular contract workyear for employees shall not exceed one hundred ninety-three (193) days.

The one hundred ninety-three (193) actual days of service may be adjusted in accordance with the area served and the activities performed.

2. Extended Contract

Any contract which exceeds the workyear of one hundred and ninety-three (193) days shall be considered an extended contract, and reimbursement shall be on a per diem rate of 1/193 in accordance with attached salary schedule.

**B. Holidays**

No employees shall be required to perform duties on Labor Day, Thanksgiving Day, Christmas, New Year's Day, Memorial Day and Fourth of July.

**C. Work and Vacation Calendars**

The work calendar and vacation calendar affecting employees during this Agreement shall be determined and fixed by the Board. The calendars shall include one hundred ninety-three (193) days.

**D. Iowa Code Chapter 284 - Staff Development Days**

Only employees covered by Iowa Code Chapter 284 will be required to attend any mandated staff development training under Iowa Code Chapter 284. If the Agency is required to add any professional staff development days to the work year to comply with its obligation under Iowa Code Chapter 284 and the Agency receives funding from the State for such additional days, then the Agency will add such days to the contract and, provided the State funding for such days is sufficient to do so, the Agency will pay employees at per diem rate for such additional days.

**ARTICLE XIII  
Employee Workday**

**A. Length of Workday**

1. Daily Hours

The normal workday will be 8:00 a.m. to 4:30 p.m., with one-half hour duty-free lunch period, except the normal workday on Fridays is seven and a half (7 ½) hours. By mutual agreement between the employee and his/her supervisor, the 8:00 a.m. starting time may be varied by one-half (½) hour. After the starting time has been agreed upon, it may be changed thereafter only once per contract year at the beginning of the second semester.

It is recognized, however, that employees are contracted for a professional service that often does not lend itself to a specifically defined day. Therefore, employees shall accept the responsibility for the completion of their day's work load as demanded by their professional assignment even though such requires over eight (8) hours in a day.

On days preceding holidays or vacations, the employee's day shall end at the close of the teacher's day at the employee's regularly assigned attendance center when such can be done without harm to the professional program.

2. Daily Schedules

All personnel shall indicate in a book provided for that purpose the destination of each trip he/she is making and the expected time of return. Personnel on a regular schedule shall file their itinerary in the office of their Director or his/her designee. Changes in this regular schedule must be reported.

3. Driving Time

All driving time required of the employee, reduced by the driving time to and from his/her service center, shall be considered working time.

"Time and Mileage Centers" (TMCs) are: Sioux City, Onawa, Ida Grove, Cherokee, Denison, LeMars, Sioux Center, Rock Rapids, Sibley, and Sheldon. All driving time required of the employee, reduced by the driving time to and from his/her TMC, shall be considered working time.

4. Dismissal Because of Weather Conditions

Employees are free to leave the building in which they are located with the teaching staff of that building when the school is dismissed early due to inclement weather such as snow, blizzard, or icy road conditions. If the building to which they are scheduled is closed on a half day or more basis due to the above emergency reasons, the employees will go to the service center to which they are assigned. If both the building and the service center are closed, the employees would not be expected to come to work. If the service center is closed but the building to which they are scheduled is open, the employees will go to that building. Service centers are closed when the school district in which the service center is located is closed due to the above-stated emergency conditions. The schedule adjustment made regarding the above is to be communicated with the employee's supervisor.

**B. Workweek**

Due to the nature of professional services rendered by employees, it is recognized that some employees may be required to work over thirty-nine and a half (39 ½) hours in one week. Nevertheless, an employee shall not be required to work over 158 hours in a four-week period.

**C. Staff Meetings**

Staff meetings shall be conducted during the normal workday. Staff meetings shall not be conducted on the day immediately preceding any holiday or vacation after the close of the teacher's day.

**D. Parent-Teacher Workshops and/or Conferences**

Parent-teacher workshops and/or conferences in which employees are involved shall be conducted during the normal workday whenever possible.

**ARTICLE XIV  
Staff Reduction Procedures**

**A. Seniority**

Seniority is defined as the number of consecutive years of employment in the Agency or its predecessor county and/or joint county units or local school units (if the employee was performing the same work) and shall be accumulated from the date of the employee's signing of a continuing contract which initiated uninterrupted service. For purposes of this Article, the term "Agency" means either Western Hills Area Education Agency 12 or Area Education Agency 4. Service will be deemed to be continuous if, after leaving the employment of either Western Hills Area Education Agency 12 or Area Education Agency 4, the employee began work for the other agency no later than the beginning of the next contract year. The phrase, "employment in ... local school units" refers to employment in a local school district within the boundaries of the Agency and prior to the creation of predecessor units. Seniority ties shall be broken by lot. An extended leave of absence shall not be considered an interruption in service. An employee shall be able to transfer his/her seniority accumulation from one agency program of services and/or department to another. A non-bargaining unit employee who is transferred to a bargaining unit position shall begin to accumulate seniority from the date on which he/she signs a continuing contract to perform bargaining unit services.

**B. Layoffs**

In the event the Board determines that employees are to be laid off, the following procedures will be followed:

1. The Board will attempt to reduce staff by attrition.
2. Employees in the categories listed in Article I(A) will be laid off on the following basis:
  - a. Each of the employees within a classification in which layoffs will occur shall be placed in one of the following seniority ranges:



0-2 years  
3-4 years  
5-6 years  
7-8 years  
9-10 years  
11-12 years  
13 or more years

- b. All necessary layoffs within a classification shall be made by terminating the required number of employees within the seniority ranges listed above. No employee shall be terminated unless all other employees in the lowest seniority ranges have been terminated except that no employee who is needed to maintain an existing service program shall be subject to this procedure.
  - c. Within seniority ranges, the selection of an employee for termination shall be at the discretion of the Administration.
  - d. The determination of the classification(s) within which a layoff will occur and the number of employees to be laid off within each classification shall be at the discretion of the Administration.
  - e. Employees who perform work in more than one of the categories listed in Article I(A) shall be classified in the category or categories in which staff reduction is not sought. If staff reduction is sought in every category in which an employee performs work, employees shall be classified in the category or categories in which they have the longest period of service to the Agency.
- 3. The administrator, or his/her designee, will notify the employee to be laid off not later than April 30 of the current contract year of the employee. If the Iowa law requires greater notice, such greater period of notice shall prevail.
  - 4. An employee certificated in more than one category may change employment categories in order to avoid a layoff if there is a vacancy which that employee is willing to voluntarily fill in order to effect such change.

### **C. Recall Rights**

- 1. An employee shall be entitled to exercise his/her recall rights on the first workday following the date of the final action by the Board to terminate his/her employment.
- 2. Laid off employees and employees on extended leaves of absence shall constitute one pool of employees for the purpose of recall.

3. Recall to available positions shall be in the reverse order of layoff unless a more senior employee is on leave of absence and his/her leave is expiring in which case that employee shall be offered the available position first. If a staff reduction is undertaken pursuant to the above procedures, the Association and the Board shall agree upon the order of layoff prior to formal Board action and that agreement shall constitute the order of layoff for purposes of recall under this paragraph.
4. Any employee laid off pursuant to this procedure shall retain recall rights to the category or categories in which the employee had previously been employed by the Agency for three (3) years and three (3) months from the effective date of his/her layoff. The effective date of layoff shall be the first weekday following the employee's last workday of the year during which the Board terminated the employee's contract.
5. A laid off employee shall have one opportunity to accept or reject a job offer by the Agency within the allotted three (3) years and three (3) months.
6. When a laid off employee accepts employment with another employer, he/she shall not forfeit his/her recall rights. If the Agency recalls the laid off employee and the new employer will not release the laid off employee, the Agency shall hold the position for the laid off employee until the end of the contract year during which such recall was attempted. An employee hired to substitute for a recalled employee who is unable to return because of such refusal by the new employer shall be subject to involuntary transfer or layoff under such terms as the Board may direct to provide a vacancy for the person returning from layoff.
7. The Agency shall notify an employee of his/her recall in writing by certified or registered mail to the employee's address on file at the Agency. The letter shall include a copy of this recall procedure. An employee's failure to respond affirmatively in writing within ten (10) calendar days excluding Saturdays, Sundays, and holidays, after receipt of the recall letter shall result in the termination of the employee's recall rights.
8. A laid off employee shall not lose his/her recall rights if he/she turns down a job which offers less than 90% of the work (total days and/or total hours) he/she had prior to the layoff.

#### **D. Benefits**

1. An employee who exercises his/her recall rights shall be given full credit for his/her training and experience as if continuously employed by the Agency provided the experience is similar or equivalent to employment in the Agency or is experience credit allowed to incoming employees.
2. If a laid off employee returns to school during his/her layoff and acquires certification in an additional category or categories and receives an employment

endorsement(s) from the Iowa Board of Educational Examiners, he/she shall additionally qualify for recall in this category or these categories. In order to be considered for recall, the employee shall notify the Agency in writing of his/her new qualification(s) and endorsement(s).

3. To the extent permitted by the insurance carriers involved, but limited to the period provided by federal or state law, a laid off employee shall have the option at his/her expense to continue participation in any or all of the following group insurance programs:
  - a. Health, accident, and major medical insurance;
  - b. Life insurance; and
  - c. Dental insurance.
4. A laid-off employee shall retain his/her rights to Association representation and his/her rights to file grievances pursuant to Article III.

**E. Seniority Accumulation**

A laid off employee's seniority shall accumulate from the date of his/her first signing a continuing contract, and the period of layoff and subsequent recall shall not change the employee's seniority date.

**ARTICLE XV  
Health Provisions**

**A. Physical Fitness-New Employees**

All new employees are required to provide evidence of physical fitness to perform duties assigned including a check for tuberculosis. Such employees shall provide a statement from a licensed physician of the employee's choice within thirty (30) days of initial employment attesting to the employee's physical fitness. The cost of such examination shall rest with the employee. The Board may require a subsequent examination when in its judgment such an examination is relevant to an employee's performance or status. The examining physician shall be selected by the Board, and the Board shall pay the cost of such subsequent examination. Each new employee shall be advised in writing of the physical fitness requirements at the time of employment.

**B. Physical Fitness-Continuing Employees**

If the Agency requires an employee to submit to a medical examination, the Agency will pay for the cost of the examination.

## **ARTICLE XVI Safety Provisions**

### **A. Assaults-Reporting**

1. Employees shall immediately report cases of assault suffered by them in connection with their employment to the Building Principal, appropriate Director, the Association and to the police.
2. The Director shall comply with any reasonable request from the assaulted employee for information in the possession of the appropriate administrative personnel relating to the incident or to the person involved.

### **B. Bomb Threats**

No employee shall be asked or required to search for a bomb.

## **ARTICLE XVII Evaluation Procedures**

### **A. Orientation**

Within two (2) weeks after beginning of the contract year, or, for new employees, within two (2) weeks of commencing employment, the evaluator shall acquaint each employee with the evaluation procedures and evaluation forms being used.

Employees will be advised of who their primary evaluator will be. Other administrative personnel may also evaluate an employee's performance either formally or informally. No evaluation shall take place until this orientation has been completed.

### **B. Required Evaluations**

Each employee shall be formally evaluated at least once each year during the first two years of employment, and thereafter shall be formally evaluated at least once every three years.

### **C. Formal Evaluation Procedures**

#### **1. On-The-Job Observation**

All formal evaluations shall be in writing and preceded by on-the-job observation of the employee's performance within the last twelve (12) months. An employee shall be informed that he/she shall be formally evaluated at least forty-eight (48) hours prior to the observation on which the formal evaluation will be based.

2. Conference and Copy

A conference regarding the evaluation shall be held between the employee and the evaluator and a copy of the written evaluation shall be given to the employee within two (2) weeks following completion of the written evaluation. A copy signed by both parties shall be given to the employee. The employee's signature does not necessarily indicate agreement with the evaluation but rather an awareness of the contents.

3. Responses

The following provision applies to employees not covered by Iowa Code Chapter 284. If the employee feels his/her written evaluation is incomplete, inaccurate, or unjust, such employee may file objections in writing within thirty (30) calendar days of receipt of the written evaluation form and have them attached to said form to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of content.

If the employee's performance is rated less than "satisfactory" overall, the employee may grieve. The evaluation shall be sustained unless it is arbitrary, capricious or without basis in fact. The grievant shall have the right to challenge the individual marks which lead to the overall less than "satisfactory" evaluation.

The following provision applies to employees covered by Iowa Code Chapter 284. If the evaluation of the employee includes an assessment that the employee does not meet one of the Iowa Teaching Standards, the employee may grieve the evaluation. This evaluation will be sustained unless it is arbitrary, capricious, or without basis in fact.

**D. Personnel File**

Each employee shall have the right at any reasonable time to review the contents of his/her personnel file except for confidential matters as determined by the Administrator or his/her designee. If the employee requests, the Board shall provide a listing of all confidential material in the employee's personnel file. At the employee's request, a member of the Association may accompany the employee in this review.

No item in the personnel file shall be used against an employee in evaluation or termination procedures that has not previously been initialed by the employee and a representative of management.

Any complaints placed in the employee's personnel file are to be promptly called to the employee's attention.

The employee shall have the right to respond in writing to all evaluation matters contained in said file, and the employee's responses shall become part of the file.

**E. Personnel File Reproduction**

The employee shall have the right at his/her expense to reproduce or receive a copy of any of the contents of his/her personnel file except for the confidential matters therein.

**ARTICLE XVIII  
Voluntary Transfer Procedures**

**A. Definition**

A "transfer" shall be considered to be a change to a different Service Center.

**B. Notice of Vacancies**

The Administrator, or his/her designee, shall post in the main office and in all branch offices a list of vacancies as they occur. Notice of all vacancies will be posted in all service centers and announced via Agency e-mail for seven (7) calendar days before a position is filled.

**C. Request for Transfer**

Employees who desire a change in location of their work may file a written statement of such desire with their immediate supervisor. Such statement shall include reasons for the request and preferences of locations or assignments that may be available. No request for a transfer shall be granted until an employee has completed one (1) full contract year of work in the service center to which he/she is assigned.

An employee may request a transfer even though a vacancy does not exist. If no vacancy exists or if the request is denied under the procedures herein set forth, the employee must reapply for such change in location each year in order to be considered for a transfer. The request for a transfer for the following year shall be submitted not later than APRIL 1, and a request for transfer during a second semester shall be made not later than DECEMBER 1, preceding.

**D. Transfer Rights of Person Returning from Extended Leave of Absence**

An employee accepting a position at a different Service Center under return rights for extended leave of absence shall be transferred upon the employee's request to his/her original Service Center when a vacancy occurs at such Service Center.

**E. Seniority**

"Seniority", as used herein, is defined in Article XIV (A).

Extended leaves of absence shall not be credited in determining the years of seniority.

If a vacancy exists, present employees requesting a voluntary transfer shall be transferred to fill such vacancy before any new applicant may be assigned to fill the vacancy.

Request for transfer during the school year shall not be honored unless there is an adequate replacement as determined by the Administrator.

If more than one employee applies for the same position that is vacant, and in the judgment of the Administrator, or his/her designee, each is deemed equally qualified for that position, the employee with the greatest seniority shall receive the appointment and, if seniority is equal, then the employee to receive the appointment shall be chosen by lot.

**F. Board Decision**

The Board shall have the exclusive right to determine when a vacancy exists and whether to fill such vacancy.

**ARTICLE XIX  
Involuntary Transfer Procedures**

**A. Definition**

A "transfer" shall be defined to be the same as the "transfer" defined in Paragraph "A" of the Article on Voluntary Transfer Procedures.

**B. Emergency Involuntary Transfer**

Temporary involuntary transfers may be made at the discretion of the Administrator, or his/her designee. A temporary transfer shall be one which does not last longer than thirty (30) working days. The employee shall return to his/her original employment assignment upon expiration of the emergency involuntary transfer.

The decision to make a permanent involuntary transfer from one Service Center to another shall vest in the judgment of the Administrator, or his/her designee, whose decision shall be based upon the needs of the various Service Centers.

### **C. Procedures for Permanent Involuntary Transfers**

When it is necessary to permanently transfer an employee on an involuntary basis, the following procedures shall be effective:

#### **1. Notice**

Notice of an involuntary transfer shall be given in writing to an employee as soon as practical and at least five (5) days prior to such transfer.

Every reasonable effort shall be exerted by the Board to avoid involuntary transfer to a different Service Center except at school mid-terms or summer periods.

Prior to making an involuntary transfer, the Agency will seek volunteers to accomplish the desired transfer. If one or more employees who are qualified for the position volunteer, the Administrator will consider transferring a volunteer. However, the Administrator has the discretion to either transfer a volunteer or to involuntarily transfer an employee.

#### **2. Meeting Prior to Transfer**

An involuntary transfer shall be made only after a meeting between the employee involved and the Administrator, or his/her designee, if such meeting is requested by the employee in writing within five (5) days after receiving notice of the transfer. At such meeting, which must be held within five (5) days of the employee's request, the employee may be represented by a person of his/her choice and shall be given written reasons for the transfer. In case of transfer after the beginning of a contract year, the employee transferred shall not incur any reduction in salary for the balance of such contract year.

#### **3. Seniority**

If the involuntary transfer is necessary, an employee's length of service shall be considered together with other factors that enhance the delivery of service to local school districts. When such "other factors" are equal, the employee with the least seniority shall be transferred. In determining an employee's length of service, the definition of "seniority" under the Voluntary Transfer Procedures shall apply. Notwithstanding any other provisions of this Agreement, however, an involuntary transfer undertaken for the purpose of filling a vacancy arising out of a reduction in staff under the Staff Reduction Procedure article herein shall be done in accordance with criteria developed by the Agency regarding the allocation of employees among the various Agency service centers.



4. Expenses

In the event an involuntary transfer of an employee necessitates the moving of employee's residence to a different city, the Board shall pay the employee the sum of Seven hundred fifty dollars (\$750.00) or the actual expenses incurred as moving expenses, whichever is lower, upon the presentation of proper and verified bills for the expenses incurred.

**ARTICLE XX**  
**Instructional Pool Staff**

Unless otherwise indicated in this Article, all provisions of this Agreement will apply to instructional pool staff.

The following provisions will apply to instructional pool staff:

**A. Instructional Pool Staff Definition**

As used in this Article, the term "instructional pool staff" means instructional pool teachers and registered nurse/para-educators.

**B. Salary Schedule**

The salary schedules for instructional pool staff are set out in Appendix D-1 (without Phase II), D-2 (allocation of Phase II money), and D-3 (salary schedule with Phase II).

**C. Contract Work Year**

Instructional pool staff will work a regular work year of one hundred eighty-five (185) days. The calendar for instructional pool staff shall be based upon 185 work days.

**D. Employee Workday**

The daily hours of work of the instructional pool staff will be determined on the basis of the schedule of the school district(s) to which they are assigned. Dismissal of instructional pool staff because of weather conditions will be determined by the school district to which they are assigned at the time of the dismissal.

Time and mileage centers for instructional pool staff are the location of the employee's classroom assignment.

**ARTICLE XXI**  
**Duration and Signature**

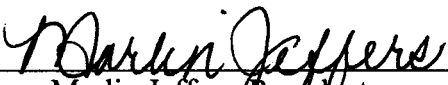
**A. Duration of Agreement**

THIS AGREEMENT shall be effective July 1, 2006, and shall continue until June 30, 2008, subject to reopening as provided in the side letter regarding insurance.

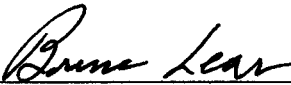
**B. Signature Clause**


IN WITNESSTH WHEREOF, the parties have caused this Agreement to be signed by their respective Presidents and Chief Negotiators on this 10<sup>th</sup> day of August, 2006.

PROFESSIONAL STAFF ASSOCIATION    NORTHWEST AREA EDUCATION  
AGENCY

By   
Marlin Jeffers, President

By   
Larry Petersen, President

By   
Bruce Lear  
Chief Negotiator

By   
James C. Hanks  
Chief Negotiator

**EXHIBIT A**  
**GRIEVANCE REPORT**

# \_\_\_\_\_

Date Filed \_\_\_\_\_

Northwest AEA

Distribution of Forms

\_\_\_\_\_ Service Center

\_\_\_\_\_ Name of Aggrieved Person

- \_\_\_\_\_ 1. Association
- \_\_\_\_\_ 2. Employee
- \_\_\_\_\_ 3. Supervisor/Director
- \_\_\_\_\_ 4. H.R. Manager
- \_\_\_\_\_ 5. Administrator

**SECOND STEP**

A. Date Alleged Violation Occurred \_\_\_\_\_

B. Section(s) of Contract Violated Claimed to be Violated \_\_\_\_\_  
\_\_\_\_\_

C. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E. Disposition of Supervisor/Director \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Date

**NOTE:** All provisions of Article III of the Agreement shall be strictly observed in the settlement of grievances.

### THIRD STEP

A. \_\_\_\_\_  
Signature of Aggrieved Person \_\_\_\_\_ Date Received by  
Human Resources Manager \_\_\_\_\_

B. Disposition by Human Resources Manager \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Human Resources Manager or Designee \_\_\_\_\_ Date \_\_\_\_\_

## FOURTH STEP

A.

_____ Signature of Aggrieved Person	_____ Date Received by Administrator
--	--

B.

Disposition by Administrator \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

_____ Signature of Administrator	_____ Date
--	---------------

## FIFTH STEP

A. \_\_\_\_\_  
Signature of Aggrieved Person                      Signature of Association President

B. \_\_\_\_\_  
Date Submitted to Arbitration                      Date Received by                      Arbitrator

C. Disposition and Award of Arbitrator \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator                      Date

## **EXHIBIT B**

### **Dues Deduction Authorization Form**

#### **Authorization for Payroll Deduction For Continuing Professional Dues**

I hereby request and authorize the Board of Directors of Northwest Area Education Agency to deduct annually the prevailing dues in equal installments in payment of professional dues to the Professional Staff Association of the Area Education Agency 12. Said deductions shall begin upon receipt of this form and shall be remitted within seven (7) days after each deduction to the Siouxland UniServ Unit. This authorization is good unless cancelled in writing and is good for any changes in dues that may be authorized by the Professional Staff Association of the Area Education Agency 12.

\_\_\_\_\_  
(Employee - Signed)

\_\_\_\_\_  
(Service Center)

\_\_\_\_\_  
(Date)

**Exhibit C-1**  
**2006-2007 Salary Schedule**  
**Without Phase II \***

Step	BA		BA+15/LOT**		LPT/LOT+15**		MS/MA		MA+15		MA+30/MSW		Specialist		Ph.D./Ed.D.	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.00	28,860	1.05	30,303	1.10	31,746	1.12	32,323	1.17	33,766	1.22	35,209	1.27	36,652	1.32	38,095
1	1.04	30,014	1.09	31,457	1.14	32,900	1.16	33,478	1.21	34,921	1.26	36,364	1.31	37,807	1.36	39,250
2	1.08	31,169	1.13	32,612	1.18	34,055	1.20	34,632	1.25	36,075	1.30	37,518	1.35	38,961	1.40	40,404
3	1.12	32,323	1.17	33,766	1.22	35,209	1.24	35,786	1.29	37,229	1.34	38,672	1.39	40,115	1.44	41,558
4	1.16	33,478	1.21	34,921	1.26	36,364	1.28	36,941	1.33	38,384	1.38	39,827	1.43	41,270	1.48	42,713
5	1.20	34,632	1.25	36,075	1.30	37,518	1.32	38,095	1.37	39,538	1.42	40,981	1.47	42,424	1.52	43,867
6	1.24	35,786	1.29	37,229	1.34	38,672	1.36	39,250	1.41	40,693	1.46	42,136	1.51	43,579	1.56	45,022
7	1.28	36,941	1.33	38,384	1.38	39,827	1.40	40,404	1.45	41,847	1.50	43,290	1.55	44,733	1.60	46,176
8	1.32	38,095	1.37	39,538	1.42	40,981	1.44	41,558	1.49	43,001	1.54	44,444	1.59	45,887	1.64	47,330
9	1.36	39,250	1.41	40,693	1.46	42,136	1.48	42,713	1.53	44,156	1.58	45,599	1.63	47,042	1.68	48,485
10	1.40	40,404	1.45	41,847	1.50	43,290	1.52	43,867	1.57	45,310	1.62	46,753	1.67	48,196	1.72	49,639
11	1.44	41,558	1.49	43,001	1.54	44,444	1.56	45,022	1.61	46,465	1.66	47,908	1.71	49,351	1.76	50,794
12	1.48	42,713	1.53	44,156	1.58	45,599	1.60	46,176	1.65	47,619	1.70	49,062	1.75	50,505	1.80	51,948
13	1.52	43,867	1.57	45,310	1.62	46,753	1.64	47,330	1.69	48,773	1.74	50,216	1.79	51,659	1.84	53,102
14	1.56	45,022	1.61	46,465	1.66	47,908	1.68	48,485	1.73	49,928	1.78	51,371	1.83	52,814	1.88	54,257
15	1.60	46,176	1.65	47,619	1.70	49,062	1.72	49,639	1.77	51,082	1.82	52,525	1.87	53,968	1.92	55,411
16	1.64	47,330	1.69	48,773	1.74	50,216	1.76	50,794	1.81	52,237	1.86	53,680	1.91	55,123	1.96	56,566
17	1.68	48,485	1.73	49,928	1.78	51,371	1.80	51,948	1.85	53,391	1.90	54,834	1.95	56,277	2.00	57,720
17.5							1.82	52,525	1.87	53,968	1.92	55,411	1.97	56,854	2.02	58,297
18							1.84	53,102	1.89	54,545	1.94	55,988	1.99	57,431	2.04	58,874
18.5							1.86	53,680	1.91	55,123	1.96	56,566	2.01	58,009	2.06	59,452

\* Phase II: Subject to adjustment depending upon the number & placement of employees entitled to receive Phase II money, September enrollment served & per pupil allocation from the state.

\*\* OT/PT: Notwithstanding the limitation upon salary schedule placement set out in Article VI(B)(2), the Agency may place a newly hired physical therapist or occupational therapist on any step up to and including step 5 without regard to the individual's actual previous work experience.

\*\*\* BA+30: Employees who are working toward a master's degree in an approved program. If the employee does not complete the master's degree within 2 years after placement in the BA+30 lane, then the employee shall be frozen on step or, if the employee is at the maximum step, then the employee's salary shall not be increased.

Max. Step: Limitations for the use of maximum step 17 in the BA lanes and step 18 in the remaining lanes are explained in Article VIII, B., 3. Employees on step 17 in 2005-2006 will advance to step 18.5. Employees on step 18 in 2005-2006 will advance to step 19.5.

**2005-2007 Salary Schedule  
Phase II \***

Step	BA		BA+15/LOT**		LPT/LOT+15** BA+30***		MS/MA		MA+15		MA+30/MSW		Specialist		Ph.D./Ed.D.	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.00	540	1.05	567	1.10	594	1.12	605	1.17	632	1.22	659	1.27	686	1.32	713
1	1.04	562	1.09	589	1.14	616	1.16	626	1.21	653	1.26	680	1.31	707	1.36	734
2	1.08	583	1.13	610	1.18	637	1.20	648	1.25	675	1.30	702	1.35	729	1.40	756
3	1.12	605	1.17	632	1.22	659	1.24	670	1.29	697	1.34	724	1.39	751	1.44	778
4	1.16	626	1.21	653	1.26	680	1.28	691	1.33	718	1.38	745	1.43	772	1.48	799
5	1.20	648	1.25	675	1.30	702	1.32	713	1.37	740	1.42	767	1.47	794	1.52	821
6	1.24	670	1.29	697	1.34	724	1.36	734	1.41	761	1.46	788	1.51	815	1.56	842
7	1.28	691	1.33	718	1.38	745	1.40	756	1.45	783	1.50	810	1.55	837	1.60	864
8	1.32	713	1.37	740	1.42	767	1.44	778	1.49	805	1.54	832	1.59	859	1.64	886
9	1.36	734	1.41	761	1.46	788	1.48	799	1.53	826	1.58	853	1.63	880	1.68	907
10	1.40	756	1.45	783	1.50	810	1.52	821	1.57	848	1.62	875	1.67	902	1.72	929
11	1.44	778	1.49	805	1.54	832	1.56	842	1.61	869	1.66	896	1.71	923	1.76	950
12	1.48	799	1.53	826	1.58	853	1.60	864	1.65	891	1.70	918	1.75	945	1.80	972
13	1.52	821	1.57	848	1.62	875	1.64	886	1.69	913	1.74	940	1.79	967	1.84	994
14	1.56	842	1.61	869	1.66	896	1.68	907	1.73	934	1.78	961	1.83	988	1.88	1,015
15	1.60	864	1.65	891	1.70	918	1.72	929	1.77	956	1.82	983	1.87	1,010	1.92	1,037
16	1.64	886	1.69	913	1.74	940	1.76	950	1.81	977	1.86	1,004	1.91	1,031	1.96	1,058
17	1.68	907	1.73	934	1.78	961	1.80	972	1.85	999	1.90	1,026	1.95	1,053	2.00	1,080
17.5							1.82	983	1.87	1,010	1.92	1,037	1.97	1,064	2.02	1,091
18							1.84	994	1.89	1,021	1.94	1,048	1.99	1,075	2.04	1,102
18.5							1.86	1,004	1.91	1,031	1.96	1,058	2.01	1,085	2.06	1,112
																18.5

\* Phase II: Subject to adjustment depending upon the number & placement of employees entitled to receive Phase II money, September enrollment served & per pupil allocation from the state.

\*\* OT/PT: Notwithstanding the limitation upon salary schedule placement set out in Article VI(B)(2), the Agency may place a newly hired physical therapist or occupational therapist on any step up to and including step 5 without regard to the individual's actual previous work experience.

\*\*\* BA+30: Employees who are working toward a master's degree in an approved program. If the employee does not complete the master's degree within 2 years after placement in the BA+30 lane, then the employee shall be frozen on step or, if the employee is at the maximum step, then the employee's salary shall not be increased.

Max. Step: Limitations for the use of maximum step 17 in the BA lanes and step 18 in the remaining lanes are explained in Article VIII, B., 3. Employees on step 17 in 2005-2006 will advance to step 17.5. Employees on step 18 in 2005-2006 will advance to step 18.5.

**Exhibit C-3**  
**2006-2007 Salary Schedule**  
**Includes Phase II \***

Step	BA		BA+15/LOT**		LPT/LOT+15**		MS/MA		MA+15		MA+30/MSW		Specialist		Ph.D./Ed.D.	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.00	29,400	1.05	30,870	1.10	32,340	1.12	32,928	1.17	34,398	1.22	35,868	1.27	37,338	1.32	38,808
1	1.04	30,576	1.09	32,046	1.14	33,516	1.16	34,104	1.21	35,574	1.26	37,044	1.31	38,514	1.36	39,984
2	1.08	31,752	1.13	33,222	1.18	34,692	1.20	35,280	1.25	36,750	1.30	38,220	1.35	39,690	1.40	41,160
3	1.12	32,928	1.17	34,398	1.22	35,868	1.24	36,456	1.29	37,926	1.34	39,396	1.39	40,866	1.44	42,336
4	1.16	34,104	1.21	35,574	1.26	37,044	1.28	37,632	1.33	39,102	1.38	40,572	1.43	42,042	1.48	43,512
5	1.20	35,280	1.25	36,750	1.30	38,220	1.32	38,808	1.37	40,278	1.42	41,748	1.47	43,218	1.52	44,688
6	1.24	36,456	1.29	37,926	1.34	39,396	1.36	39,984	1.41	41,454	1.46	42,924	1.51	44,394	1.56	45,864
7	1.28	37,632	1.33	39,102	1.38	40,572	1.40	41,160	1.45	42,630	1.50	44,100	1.55	45,570	1.60	47,040
8	1.32	38,808	1.37	40,278	1.42	41,748	1.44	42,336	1.49	43,806	1.54	45,276	1.59	46,746	1.64	48,216
9	1.36	39,984	1.41	41,454	1.46	42,924	1.48	43,512	1.53	44,982	1.58	46,452	1.63	47,922	1.68	49,392
10	1.40	41,160	1.45	42,630	1.50	44,100	1.52	44,688	1.57	46,158	1.62	47,628	1.67	49,098	1.72	50,568
11	1.44	42,336	1.49	43,806	1.54	45,276	1.56	45,864	1.61	47,334	1.66	48,804	1.71	50,274	1.76	51,744
12	1.48	43,512	1.53	44,982	1.58	46,452	1.60	47,040	1.65	48,510	1.70	49,980	1.75	51,450	1.80	52,920
13	1.52	44,688	1.57	46,158	1.62	47,628	1.64	48,216	1.69	49,686	1.74	51,156	1.79	52,626	1.84	54,096
14	1.56	45,864	1.61	47,334	1.66	48,804	1.68	49,392	1.73	50,862	1.78	52,332	1.83	53,802	1.88	55,272
15	1.60	47,040	1.65	48,510	1.70	49,980	1.72	50,568	1.77	52,038	1.82	53,508	1.87	54,978	1.92	56,448
16	1.64	48,216	1.69	49,686	1.74	51,156	1.76	51,744	1.81	53,214	1.86	54,684	1.91	56,154	1.96	57,624
17	1.68	49,392	1.73	50,862	1.78	52,332	1.80	52,920	1.85	54,390	1.90	55,860	1.95	57,330	2.00	58,800
17.5							1.82	53,508	1.87	54,978	1.92	56,448	1.97	57,918	2.02	59,388
18							1.84	54,096	1.89	55,566	1.94	57,036	1.99	58,506	2.04	59,976
18.5							1.86	54,684	1.91	56,154	1.96	57,624	2.01	59,094	2.06	60,564

\* Phase II: Subject to adjustment depending upon the number & placement of employees entitled to receive Phase II money, September enrollment served & per pupil allocation from the state.

\*\* OT/PT: Notwithstanding the limitation upon salary schedule placement set out in Article VI(B)(2), the Agency may place a newly hired physical therapist or occupational therapist on any step up to and including step 5 without regard to the individual's actual previous work experience.

\*\*\* BA+30: Employees who are working toward a master's degree in an approved program. If the employee does not complete the master's degree within 2 years after placement in the BA+30 lane, then the employee shall be frozen on step or, if the employee is at the maximum step, then the employee's salary shall not be increased.

Max. Step: Limitations for the use of maximum step 17 in the BA lanes and step 18 in the remaining lanes are explained in Article VIII, B., 3.



**Exhibit D-1**  
**2006-2007 Salary Schedule**  
**(185 Day Instructional Pool Staff)**  
**Without Phase II**

<b>STEPS</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+60</b>	<b>DR</b>
<b>1</b>	25,950	27,118	28,286	29,454	30,622	31,790	32,958
<b>2</b>	27,118	28,286	29,454	30,622	31,790	32,958	34,126
<b>3</b>	28,286	29,454	30,622	31,790	32,958	34,126	35,294
<b>4</b>	29,454	30,622	31,790	32,958	34,126	35,294	36,462
<b>5</b>	30,622	31,790	32,958	34,126	35,294	36,462	37,630
<b>6</b>	31,790	32,958	34,126	35,294	36,462	37,630	38,798
<b>7</b>	32,958	34,126	35,294	36,462	37,630	38,798	39,966
<b>8</b>	34,126	35,294	36,462	37,630	38,798	39,966	41,134
<b>9</b>	35,294	36,462	37,630	38,798	39,966	41,134	42,302
<b>10</b>	36,462	37,630	38,798	39,966	41,134	42,302	43,470
<b>11</b>	37,630	38,798	39,966	41,134	42,302	43,470	44,638
<b>12</b>	38,798	39,966	41,134	42,302	43,470	44,638	45,806
<b>13</b>	39,966	41,134	42,302	43,470	44,638	45,806	46,974
<b>14</b>	41,134	42,302	43,470	44,638	45,806	46,974	48,142
<b>15</b>		43,470	44,638	45,806	46,974	48,142	49,310
<b>16</b>		44,638	45,806	46,974	48,142	49,310	50,478
<b>17</b>			46,974	48,142	49,310	50,478	51,646
<b>18</b>				49,310	50,478	51,646	52,814
<b>19</b>						52,814	53,982

**Exhibit D-2**  
**2006-2007 Salary Schedule**  
**(185 Day Instructional Pool Staff)**  
**Phase II \***

STEPS	BA	BA+15	MA	MA+15	MA+30	MA+60	DR
1	1,020	1,020	1,020	1,020	1,020	1,020	1,020
2	1,020	1,020	1,020	1,020	1,020	1,020	1,020
3	1,020	1,020	1,020	1,020	1,020	1,020	1,020
4	1,020	1,020	1,020	1,020	1,020	1,020	1,020
5	1,020	1,020	1,020	1,020	1,020	1,020	1,020
6	1,020	1,020	1,020	1,020	1,020	1,020	1,020
7	1,020	1,020	1,020	1,020	1,020	1,020	1,020
8	1,020	1,020	1,020	1,020	1,020	1,020	1,020
9	1,020	1,020	1,020	1,020	1,020	1,020	1,020
10	1,020	1,020	1,020	1,020	1,020	1,020	1,020
11	1,020	1,020	1,020	1,020	1,020	1,020	1,020
12	1,020	1,020	1,020	1,020	1,020	1,020	1,020
13	1,020	1,020	1,020	1,020	1,020	1,020	1,020
14	1,020	1,020	1,020	1,020	1,020	1,020	1,020
15		1,020	1,020	1,020	1,020	1,020	1,020
16		1,020	1,020	1,020	1,020	1,020	1,020
17			1,020	1,020	1,020	1,020	1,020
18				1,020	1,020	1,020	1,020
19						1,020	1,020

Phase II \* - Phase II money for instructional pool teachers comes from the member local school districts.

**Exhibit D-3**  
**2006-2007 Salary Schedule**  
**(185 Day Instructional Pool Staff)**  
**Includes Phase II**

STEPS	BA	BA+15	MA	MA+15	MA+30	MA+60	DR
1	26,970	28,138	29,306	30,474	31,642	32,810	33,978
2	28,138	29,306	30,474	31,642	32,810	33,978	35,146
3	29,306	30,474	31,642	32,810	33,978	35,146	36,314
4	30,474	31,642	32,810	33,978	35,146	36,314	37,482
5	31,642	32,810	33,978	35,146	36,314	37,482	38,650
6	32,810	33,978	35,146	36,314	37,482	38,650	39,818
7	33,978	35,146	36,314	37,482	38,650	39,818	40,986
8	35,146	36,314	37,482	38,650	39,818	40,986	42,154
9	36,314	37,482	38,650	39,818	40,986	42,154	43,322
10	37,482	38,650	39,818	40,986	42,154	43,322	44,490
11	38,650	39,818	40,986	42,154	43,322	44,490	45,658
12	39,818	40,986	42,154	43,322	44,490	45,658	46,826
13	40,986	42,154	43,322	44,490	45,658	46,826	47,994
14	42,154	43,322	44,490	45,658	46,826	47,994	49,162
15		44,490	45,658	46,826	47,994	49,162	50,330
16		45,658	46,826	47,994	49,162	50,330	51,498
17			47,994	49,162	50,330	51,498	52,666
18				50,330	51,498	52,666	53,834
19						53,834	55,002

## EXHIBIT E

If for the 2007-2008, contract year, premiums for health, accident, and major medical insurance increase by an amount greater than 18% above the 2006-2007 premium rate, the entire Master Contract will be open for negotiation.

If, for the 2007-2008 contract year, premiums for health, accident, and major medical insurance increase by an amount which is less than 18% above the 2006-2007 premium, then the BA Base excluding Phase II shall increase in accordance with the following scale:

<b>Health Ins.</b>			
<b>Increase 2007-2008</b>		<b>Base Salary Increase</b>	<b>Base Salary 2007-2008</b>
6.1 - 7.0%		\$ 1,085	\$ 29,945
7.1 - 8.0%		\$ 1,030	\$ 29,890
8.1 - 9.0%		\$ 975	\$ 29,835
9.1 - 10.0%		\$ 920	\$ 29,780
10.1 - 11.0%		\$ 865	\$ 29,725
11.1 - 12.0%		\$ 810	\$ 29,670
12.1 - 13.0%		\$ 755	\$ 29,615
<b>13.1 - 14.0%</b>	<b>Agreement</b>	<b>\$ 700</b>	<b>\$ 29,560</b>
14.1 - 15.0%		\$ 645	\$ 29,505
15.1 - 16.0%		\$ 590	\$ 29,450
16.1 - 17.0%		\$ 535	\$ 29,395
17.1 - 18.0%		\$ 480	\$ 29,340

## **Letter of Agreement**

During the period of time the Northwest AEA Board of Directors offers an early retirement plan, employees previously employed by AEA 12 who retire under the Northwest AEA early retirement plan will be provided the same co-funding as specified in Article VIII B (2) of this Agreement for the duration of the insurance benefits under the Northwest AEA retirement plan.

This Agreement will sunset if the Northwest AEA Board of Directors discontinues its early retirement plan, or when this Agreement expires whichever comes first.

## **Letter of Understanding**

The following is an agreement between the Northwest Area Education Agency (The Agency) and the Professional Staff Association, (The Association).

1. Beginning July 1, 2006, The Agency will establish a mentor program for any new employee who has not been previously employed at the former AEA 4 or the former AEA 12.
2. After an application process, mentors will be selected by a joint committee comprised of an equal number of Association representatives and Agency managers.
3. Mentors chosen by the committee will be paid \$500 for their work as a mentor at the conclusion of the year they are chosen to mentor.

# AHLERS & COONEY, P.C.

100 COURT AVENUE, SUITE 600 • DES MOINES, IOWA 50309-2231 • PHONE: 515-243-7611 • FAX: 515-243-2149 • WWW.AHLERSLAW.COM

JOHN F. MCKINNEY, JR.  
RICHARD G. SANTI  
EDGAR H. BITTLE  
LANCE A. COPPOCK  
DAVID H. LUGINBILL  
MARK W. BEERMAN  
EDWARD W. REMSBURG  
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DANIELLE JESS HAINDFIELD

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JAMES R. WAINWRIGHT  
J. ERIC BOEHLERT  
ANDREW T. TICE  
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MICHAEL M. GALLOWAY  
GORDON D. GRETA

OF COUNSEL  
KENNETH H. HAYNIE  
H. RICHARD SMITH  
ROBERT G. ALLBEE  
RONALD L. SUTPHIN  
DOUGLAS R. SMITH

PHILIP J. DORWEILER, Retired

PAUL F. AHLERS (1913-2002)  
JAMES EVANS COONEY (1917-1998)

JAMES C. HANKS  
jhanks@ahlerslaw.com

Direct Dial:  
(515) 246-0334

June 14, 2006

Mr. Bruce Lear  
UniServ Director  
Siouxland UniServ Unit  
1119 Fourth Street, Suite 213  
Sioux City, IA 51101

Re: Northwest Area Education Agency - Professional Staff  
Association - Summer Work

Dear Bruce:

Please consider this to be a letter of agreement between Northwest Area Education Agency and the Professional Staff Association with regard to Summer Work issues.

The need to work on days not contained within a typical school year may be necessary for some staff members. The two major reasons the agency would request someone to work days outside of the school year would be direct student services (Extended Year Services) or non-student/child related activities during the summer. Consistency and continuity not only apply to staff issues, but also in providing services to students/children and families. Professionals assigned as service providers are best able to provide consistent and continuous services to their students on IEPs. Because AEA's are defined by the Iowa Department of Education as school districts, they are required to provide services year-round.

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The majority of professional staff members are contracted for 193 days of service, while students are scheduled to attend school for 180 days each year. The options for work outside the contracted 193 days are as follows:

1. Use the 13 non-student days (180 to 193) as schedule adjust time.
2. Contract for extended time after the 193 day schedule ends. Any extended contract is voluntary and paid on a per diem basis.
3. Create a voluntary pool of employees willing to provide all Extended Year Services (schedule adjust or contract). Each individual employee will make a choice of either schedule adjust or contract.

The above options are not intended to change the current practices in the Early Childhood Department (birth to 5) or other departments that have agreed to other summer arrangements.

This letter of agreement will take effect July 1, 2006, and will terminate on June 30, 2008, unless it is extended by written, mutual agreement between the Agency and the Association. Please contact me if you have any questions concerning this letter.

Sincerely,

James C. Hanks  
Attorney for the Agency



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(515) 246-0334

June 14, 2006

Mr. Bruce Lear  
UniServ Director  
Siouxland UniServ Unit  
1119 Fourth Street, Suite 213  
Sioux City, IA 51101

Re: Northwest Area Education Agency - Professional Staff  
Association - Team Assignments

Dear Bruce:

Please consider this to be a letter of agreement between Northwest Area Education Agency and the Professional Staff Association with regard to Team Assignment issues.

In making team assignments for each succeeding year, it is important that there be effective and timely communication between department supervisors/facilitators and the members of the Agency professional staff. The Agency will attempt to establish team and building assignments at the same time that employment contracts are issued each spring and to communicate the assignments with professional staff at this time.

In the event that the assignment of the professional staff member changes to a different service center, team, or building, the Agency will make every effort to communicate the need and/or reason(s) for change(s) a minimum of three days after the decision has been made. In the event that an assignment does need to change after individual contracts are issued, the assigned department

supervisor/facilitator will contact and discuss the changes within three days with the affected staff member(s).

This understanding does not replace existing language contained within the Master Contract regarding transfer procedures nor does it limit the rights of the Employer with regard to making staff assignments.

This letter of agreement will take effect July 1, 2006, and will terminate on June 30, 2008, unless it is extended by written, mutual agreement between the Agency and the Association. Please contact me if you have any questions concerning this letter.

Sincerely,

James C. Hanks  
Attorney for the Agency

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June 14, 2006

Mr. Bruce Lear  
UniServ Director  
Siouxland UniServ Unit  
1119 Fourth Street, Suite 213  
Sioux City, IA 51101

Re: Northwest Area Education Agency - Professional Staff  
Association - Schedule Adjust Time

Dear Bruce:

Please consider this to be a letter of agreement between Northwest Area Education Agency and the Professional Staff Association with regard to Schedule Adjust Time issues.

Beyond typical working hours there exists a possible need for flexibility in scheduling for individual staff members. Inherent in the scope of the expected professional positions at Western Hills AEA is the need to work more than the required contract time and, at other times, less than the contracted hours on a given day. The following general principals will be applied by all supervisors when making adjustments to a professional staff member's schedule:

1. Schedule adjust time can be taken for student related activities which may be at the request of the AEA, school or parent (i.e. IEP meeting, parent/teacher conferences, in-services to schools, families, day care providers).
2. Take adjusted time within 30 days of the activity.

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3. Staff will notify supervisor that they are adjusting their schedule. Staff members will request approval for making schedule adjustments of more than four hours to the appropriate department supervisor.
4. Use the attached form in all departments/teams/divisions.

This letter of agreement will take effect July 1, 2006, and will terminate on June 30, 2008, unless it is extended by written, mutual agreement between the Agency and the Association. Please contact me if you have any questions concerning this letter.

Sincerely,

James C. Hanks  
Attorney for the Agency

**Name** \_\_\_\_\_

### Schedule Adjust Time

[illegible]